STATE OF MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Invitation for Bids (IFB) No. DHCD-18-07 UNARMED SECURITY GUARD SERVICE – CAMBRDIGE, MARYLAND

IFB Issue Date: February 01, 2018

Procurement Officer: Joy Niles

7800 Harkins Road

Lanham, Maryland 20706 Phone: (301) 429-7585

E-mail: Joy.Niles@maryland.gov

Contract Monitor: Kesha Williams

7800 Harkins Road

Lanham, Maryland 20706 Phone: (301) 429-7610

E-mail: Kesha. Williams@maryland.gov

Bids are to be sent to: Department of Housing and Community Development

7800 Harkins Road, Lanham, Maryland 20706

Attention: Joy Niles

Mark in the lower left or right-hand corner: "IFB No. DHCD-18-07; MUST

BE OPENED BY ADDRESSEE ONLY."

Bids must be sealed and clearly labeled exactly as indicated to ensure that

they are delivered intact and unopened.

Bid Due (Closing) Date and Time: February 15, 2018, at 2:00 P.M, Local Time

NOTICE TO BIDDERS/OFFERORS SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. See RFP Section 1.44 for additional information.

NOTICE

Prospective Bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that any amendments to the IFB and other communications may be sent to them.

Minority Business Enterprises and Certified Small Businesses are encouraged to respond to this solicitation.

General Information

Summary

The Maryland Department of Housing and Community Development (DHCD) is seeking unarmed security guard services for its Cambridge location.

Contract Type

The Contract resulting from this solicitation shall be an indefinite quantity contract with firm fixed unit prices as defined in COMAR 21.06.03.06.A(2) (indefinite quantity) and 21.06.03.02.A(1) and (2) (fixed price and firm fixed price).

Contract Duration

The Contract term shall be for one year. There are no renewal options.

Procurement Officer

The Procurement Officer is the primary point of contact in the State for purposes of this IFB prior to the award of any Contract. The name and contact information of the Procurement Officer are indicated in the title page.

The Department may change the Procurement Officer at any time.

Contract Monitor

The Contract Monitor is the State representative for this Contract who is primarily responsible for Contract administration functions after Contract award. The name and contact information of the Contract Monitor are indicated on the title page.

The Department may at any time change the Contract Monitor or designate a designee to carry out the Contract Monitor's duties.

Ouestions

Inquiries regarding this IFB should be directed to the Procurement Officer listed on the title page.

Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02. This procurement is anticipated to be a small procurement, with a Department expenditure of less than \$50,000 as provided in Section 13-109 of the State Finance and Procurement Article of the Maryland Code.

Bid Closing Date and Time

All bids must be received at the address listed on the title page and no later than the Bid Due Date and Time indicated on the title page. **No late bids will be accepted.**

Duration of Bid

Bids submitted in response to this IFB are irrevocable for ninety (90) days following the closing date for bids. The Procurement Officer may extend this period, with the Bidder's written consent.

Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

Acknowledgement of Amendments

All bidders must acknowledge the receipt of all amendments, addenda, and changes issued to the IFB. (per COMAR 21.05.02.01. C)

Award Basis

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable bid price (per COMAR 21.05.07.06.D(2)). One (1) award shall be made.

Substitution of Personnel

Any substitution of personnel after the Contract has begun must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated.

Minority Business Enterprises (MBEs)

Minority Business Enterprises (MBEs) are encouraged to respond to this solicitation. MBE vendors are encouraged to obtain MBE certification from the Maryland Department of Transportation, Office of Minority Business Enterprise. Direct all certification-related questions to:

Office of Minority Business Enterprise Maryland Department of Transportation P.O. Box 8755 BWI Airport, Maryland 21240-0755 (410) 859-7328 http://www.mdot.maryland.gov

Small Business Reserve

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:
 - (1) With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years:
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
 - (2) With respect to gross sales:
 - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;

- (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

- F. Ineligible Bids or Proposals. Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.
- G. Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Department of General Services as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been certified.
- H. Reporting. The designated procurement units shall submit a report on the Small Business Reserve Program annually as required under COMAR 21.13.01.03B.

Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is http://dat.maryland.gov/Pages/default.aspx. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

By submitting a response to this solicitation, each Bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted all terms and conditions of this IFB *and* the State's mandatory terms and conditions under COMAR 21.07.01: http://www.dsd.state.md.us/COMAR/SubtitleSearch.aspx?search=21.07.01.*. Any exceptions to this IFB must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form, made by the Bidder may result in Bid rejection.

MINIMUM QUALIFICATIONS

The following qualifications, as well as proof thereof (as described below) are required in order to be considered:

- A. **Experience**: The Bidder shall have at least three (3) years of experience providing unarmed security guard services as described in the Scope of Services. Proof of experience, in the form of a letter to the Department describing such experience, shall be provided.
- B. **References**: The Bidder shall provide three (3) references of unarmed security guard services provided by Offeror within the last three (3) years. For each reference, include:
 - 1. Name and address of entity to whom unarmed security guard services were provided.
 - 2. Contract information for individual reference including name, telephone number and email address.
 - 3. Dates for which services were provided.
 - 4. Description of services provided.
- C. **Identification of Guards and Licenses**: The Bidder shall identify each guard proposed to work under any Contract awarded as a result of this IFB and shall provide a copy of the security guard license for each pursuant to TITLE 19, Subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article of the Maryland Code.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SCOPE OF WORK

Background

The purpose of this IFB is to invite qualified firms to provide unarmed security guard services working from 6:45 a.m. until 5:15 p.m., Monday through Friday, at 503 Race Street, Cambridge, Maryland 21613. (Please Note: office location may change, however, city will remain the same)

Detailed Specifications

The Contractor shall:

- a. Furnish all labor, equipment and supplies necessary to perform the unarmed security guard services for the DHCD facility, grounds and parking lot in strict conformity with the methods and conditions hereinafter specified.
- b. Provide unarmed security services on State workdays, starting at 6:45 a.m. and ending at 5:15 p.m. Additional days, evenings, weekends or holidays may be necessary depending on building usage at the same hourly rate.
- c. Security guard services shall include coverage of the internal building rounds, and external building rounds to include parking lots.
- d. All services must be provided in an orderly, continuous and consistent manner, which will support the effective delivery of services to the employees and customers and cannot cause disruption to the Agency operations.

Work Hours and Location:

- 1. The following location and schedule represent the maximum number of hours anticipated for the scope of this contract. DHCD will notify the Contractor of any additional after-hours' services on an as-needed basis, in writing.
 - a. DHCD's office is located at 503 Race Street, Cambridge, Maryland, 21613 (One floor approximately 2,800 square feet)
 - b. Security guard services are to be provided from 6:45 a.m. until 5:15 p.m.
 - c. From 6:45 a.m. until 7:00 a.m., the security guard is to check the building and all entrances to ensure that the building is safe and secure. From 5:00 until 5:15, the security guard will make sure all employees and visitors have left the building before he/she leaves for the day.
 - d. A schedule will be provided to selected vendor upon award.
 - e. A schedule of State holidays will be provided to selected vendor upon award.
 - f. Any full-time guard will have 30 minutes each day for lunch.
 - g. The security guard will make sure all employees and visitors have left the building before leaving for the day.
 - h. Upon each employee's arrival, they will call the security guard and he/she will escort them from the parking lot to the building. The security guard will escort each employee to his/her vehicle at the end of the business day.
 - i. The security guard post must be manned during duty hours with the exception of restroom breaks and lunch breaks or while patrolling the parking lot.

Guard Duties:

- 1. Security guard duties to be provided shall include, but are not limited to the following:
 - a. Maintain a safe and secure environment for the employees and visitors of DHCD.
 - b. Ensure no unauthorized person or persons are in the building at the beginning of the shift and prior to the close of shift. If employees and/or visitors are still in the building, the security guard shall remain until the last person has left the building.
 - c. Control access to the building at all times, permitting only authorized persons to enter the premises.
 - d. Guard premises against fire, theft, pilferage, malicious injury, damage and destruction.
 - e. Permit only authorized persons to enter DHCD controlled access areas.

- f. Report in writing any unusual occurrences and/or incidents that happen during the course of duty. This document must be completed immediately following the incident and given to DHCD's Contract Monitor (or designee)
- g. Participate in scheduled disaster and fire drills in accordance with the Agency's established evacuation plan.
- h. Patrol parking lot and grounds in order to prevent theft and vandalism to vehicles and property.
- i. The security guard shall notify the Dorchester County Policy Department and the DHCD Contract Monitor (or designee) in case of theft, vandalism, unauthorized entry, unsuccessful de-escalating situations or any other crime. The security guard shall write an Incident Report (to be provided by the Contractor) and forward it to the DHCD Contract Monitor (or designee) through the Contractor's project Manager no later than the next business morning.
- j. If and when necessary, the security guard shall inform all employees, customers and visitors of the State's No-Smoking Regulations as per the Governor's Executive Order of 1992.
- k. The security guard will sign in upon arriving to work and sign out at the end of the shift.
- 1. The security guard shall instruct customers to be seated in the waiting area in a quiet and orderly manner while waiting to be seen. At no time while on duty shall the security guard leave the post unattended except while patrolling the parking lot, on a restroom break or on his/her lunch hour.
- m. All security guards assigned to this post shall show politeness and courtesy to customers and employees at all times. Effective customer service is DHCD's primary goal.
- n. The Contractor shall ensure that the premises are always staffed by security guards during the hours described herein. In the event that a guard requests leave the Contractor will ensure a proper replacement so that the premises are never unstaffed. The Contractor must notify the Contract Monitor or designee immediately of any staffing issues.
- o. In the event of unscheduled emergency leave (requiring the guard to leave prior to the end of the scheduled shift) the guard and contractor shall immediately notify the Contract Monitor or designee and a replacement guard shall be provided within two (2) hours.
- p. Guard shall enforce the No Smoking policy, except in designated areas. No Smoking within 25 feet of building entrance.
- q. Have the ability to lift 50 lbs.

Guards Shall Not

- a. Leave the post unattended except while patrolling the parking lot, restroom breaks or lunch break.
- b. Bring their children, grandchildren, relatives or pets to work with them or to babysit them during their shift.
- c. Have personal visitors during their shift.
- d. Have congregating at the security guard post.
- e. Use force except to defend themselves or others when in immediate danger.
- f. Make verbal or written statements regarding incidents, situations or circumstances at the DHCD facility. The exception is when logging an incident report as required elsewhere in these specifications.
- g. Engage in any unauthorized investigative or detective work.
- h. Surrender keys to any unauthorized individual without the prior approval of the Contract Monitor (or designee)
- i. Remove supplies, furniture or equipment from the DHCD facility.
- j. Make personal telephone calls except in case of extreme emergency. In such event, guard shall notify the Contract Monitor (or designee).
- k. Eat or drink while on duty. During lunch breaks, Guards shall not eat or drink at security station or at a location visible to DHCD customers.
- 1. Smoke (to include electronic cigarettes) or chew tobacco in any area of the building while on duty or off duty.
- m. Not smoke within 25 feet of any building entrance.
- n. Engage in loud behavior.
- o. Be under the influence of alcohol or drugs.
- p. Participate in any form of gambling.
- q. Sleep while on duty.
- r. Play radio or watch TV or DVD while on duty. Note: May work on laptop computer with authorization by the Contract Monitor (or designee)

- s. Confiscate any money inadvertently left in DCHD or on the grounds. All lost and found items must be immediately turned in to the Contract Monitor (or designee) for the Cambridge office.
- t. Permit customers or staff members to sit at the security guard post with the security guard.
- u. Solicit on the property.
- v. Distribute, circulate or offer for sale any religious, philosophical or theological material while on duty.
- w. Engage in any political activities while on duty.
- x. Make any arrests or detentions of individuals.
- y. Sign any documents on behalf of the Department; accept service of process, whether served in person or by mail; or accept or sign for any packages, deliveries, mail, food, or other items to be delivered to the Department or Department staff.
- z. Request the towing or any vehicle without the consent from the Contract Monitor (or designee).
- aa. Engage in any commercial endeavors or activities while on duty.
- bb. Sit at employees' desks, or read or peruse the contents of any files, folders, letters, memos, emails, etc. left on desks or tables of the State Agency.
- cc. Engage in any other activity that is unreasonable, violates the health, safety, security or privacy of DHCD employees, or is not standard industry practice for unarmed security guards.
- dd. Fraternize with visitors and staff while on duty.

FAILURE TO COMPLY WITH THESE STANDARDS OF CONDUCT will constitute a breach of the parities' contract. DHCD may at any time require that security guard be removed from service under the Contract for breach of any of the forgoing requirements.

Security Guard Equipment

- 1. The Contractor shall issue and pay for equipment as specified below for all security guards while on duty:
 - a. Mag-Lite 3 cell flashlight w/belt holster. Contractor shall supply all replacement batteries and accessories.
 - b. Security guards must be issued and wear uniforms bearing insignia and/or name of the security guard company which is clearly visible to the public while on duty. Security guards must wear (at all times) a photo ID badge to be issued by the Contractor.
 - c. Other equipment as may be agreed upon as part of the terms of the contract.
 - d. One (1) cellular telephone. Monthly charges to be paid by Contractor.
 - e. All equipment shall be maintained in working order by the Contractor.

Guard Appearance and Uniforms

- a. Security guards must be clean and properly groomed with an acceptable haircut, similar to Police Department standards, with any facial hair neatly trimmed and hair pulled away from the face.
- b. The successful bidder provides security guard's uniforms. The successful bidder shall also provide security guards with a photo ID badge. Security guards shall arrive ready for duty and completely outfitted.
- c. All uniforms must comply with OSHA, MOSHA and other local, State and Federal statutes and requirements. Uniforms must fit properly and must be clean and pressed. Photo ID badge must be worn on the outer garment and easily visible.
- d. Shoes must be black, in good condition and polished.
- e. Failure to furnish equipment or to maintain equipment in proper working order without written consent from the Contract Monitor (or designee) will constitute a breach of the parties' contract.
- f. The Contractor shall pay for the cost, maintenance and upkeep of uniforms and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing.

Guard Logs

a. The Contractor shall provide a logbook for the security guards to make daily shift entries of all activities and special notes.

- b. The security guard shall sign in and out in the logbook. At the beginning of each shift, all guards shall prepare the security guard's log by signing that day's date, and printing and signing his/her name.
- c. All entries in the logbook shall be printed or written legibly. Any falsification of information written or printed in the log is grounds for denying payment to the successful bidder and/or possible termination of the contract.
- d. All incidents must be reported in this log and provided to the Contract Monitor (or designee) by the start of the next morning's shift.
- e. At the conclusion of each shift, the security guard shall leave the logbook at their assigned desk.

Assignment of Guards

- a. The contractor must assign the same security guard to this post with the understanding that relief guards will be provided as needed (i.e., sick, vacation, etc.). DHCD's Contract Monitor may request security guard replacement if deemed necessary.
- b. Replacement security guards must have prior clearance and be trained in all aspects of required duties as described above. A summary of all possible replacement security guards shall be submitted to the DHCD Contract Monitor (or designee) in advance of the assignment of said replacement.
- c. Replacement security guards shall carry the same certifications as the assigned guard.
- d. No security guards may leave their post until properly relieved of their duties.
- e. The Contractor shall at no time furnish security guards who have not met minimum qualifications and training as required by the contract.
- f. All security guards must be punctual and have a good attendance record. Security guards who are constantly tardy and who have a record of unscheduled absences will not be permitted to continue to work under the contract.
- g. The Contractor must furnish a qualified replacement security guard within two (2) hours if assigned guard is absent for any reason. Upon request by the DHCD Contract Monitor (or designee), the Contractor agrees to remove any guard who, for any lawful reason, in the opinion of DHCD, is unable to properly perform guard services under the contract. The Contractor must furnish a qualified replacement within two (2) hours. Failure to provide a replacement guard as specified herein will constitute a breach of the parties' contract the Department may pursue Contractor for any damages incurred including the costs incurred to obtain alternate security.

Responsibility for Keys

a. It is the responsibility of the Contractor and his/her employees to ensure the safe keeping of all keys that have been assigned to the Contractor and are responsible for any costs associated with re-keying or replacement of the locks involved. Any lost or stolen key(s) will be reported to the DHCD Contract Monitor (or designee) immediately, verbally and in writing.

Training:

- a. Adequate training for security guards must be assured. Each guard must meet the following training requirements and the Contractor must submit to the DHCD Contract Monitor (or designee) written evidence that each employee assigned to DHCD has been trained and certified as specified within five (5) days of completing the training.
- b. The DHCD Contract Monitor (or designee) shall present an initial orientation of DHCD to each guard. The orientation will include the following:
 - 1. Tour of the building and grounds
 - 2. Location of fire alarm and safety equipment
 - 3. Use of an Incident Report (to be provided by the Contractor)
 - 4. Organization and mission of the Agency
 - 5. Post assignments
 - 6. Response procedures to emergencies, fire alarms, injured or sick person, bomb threats, police assistance, other disasters
 - 7. Orientation to Agency programs
 - 8. Sign-in and sign-out procedures

- c. The Contractor shall be responsible for arranging and providing for all necessary or required job-related training on an ongoing and consistent basis for the term of the contract at no additional cost to DHCD. The training should include the following subjects:
 - 1. Conduct on duty
 - 2. Appearance
 - 3. Uniforms and equipment usage
 - 4. Public relations
 - 5. Taking notes and notifying authorities
 - 6. Report writing
 - 7. Communication telephone, verbal, written
 - 8. Found property procedures
 - 9. Bomb threat procedures
 - 10. Securing of doors/alarms
 - 11. Fire and safety procedures
 - 12. First Aid and CPR
 - 13. Legal restriction on search & seizure
 - 14. Escort techniques
 - 15. Observation and description detention
 - 16. Terrorism and hostage situations
 - 17. Response to crime in progress
 - 18. State Rules, Procedures and Policies
 - 19. All replacement guards shall meet the same training requirements and the Contractor shall be responsible to train new and replacement employees in the areas required.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

BID FORMAT

Required Bid Submissions. Submit two (2) copies of each of the following documents with original signatures *in a sealed envelope* to the Procurement Officer by the bid due date and time and to the address listed on the title page. Failure to include all required submissions may result in a bid being deemed non-responsive.

- A. Transmittal Letter. A Transmittal Letter shall accompany the Bid and include the following:
 - 1. Name and address of the Bidder;
 - 2. Name, title, e-mail address, and telephone number of primary contact for the Bidder;
 - 3. Solicitation Title and Solicitation Number that the Bid is in response to;
 - 4. Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
 - 5. Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
 - 6. Bidder's eMM number;
 - 7. Bidder's MBE certification number (if applicable);
 - 8. Acceptance of all State IFB and Contract terms and conditions; and
 - 9. Acknowledgement of all amendments, addenda, and changes issued to the IFB.
- B. Completed Bid Form (Attachment A)
- C. Proof of Minimum Qualifications, as identified on page 5 under "Minimum Qualifications."

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PRICE BID INSTRUCTIONS AND FORM

IFB No. DHCD-18-07

UNARMED SECURITY GUARD SERVICE - CAMBRDIGE, MARYLAND

The Price Bid Form is used to calculate the Bidder's TOTAL, EVALUATED BID PRICE. Follow these instructions carefully when completing your Price Bid Form:

- A. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15, and must be the actual price per unit for the specific item or service identified in this IFB. Every blank below shall be filled in.
- B. All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- C. Except as instructed on the Price Bid Form, nothing shall be entered on or attached to the Price Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render this Bidder's submission nonresponsive.

SEE ATTACHMENT A - PRICE BID FORM